

SUPPLEMENTAL AGREEMENT
BETWEEN
FEDERAL CORRECTIONAL INSTITUTION LA TUNA
AND
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
LOCAL #83

JUNE 17, 1999

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PREAMBLE

This supplemental agreement is entered into by and between the Federal Correctional Institution, FCI La Tuna, Texas, hereinafter referred to as the employer, and the American Federation of Government Employees, Council of Prison Locals, Local 83, Anthony, Texas, hereinafter referred to as the Union.

In accordance with the provisions of the Master Agreement between the Federal Bureau of Prisons and the American Federation of Government Employees, Council of Prison Locals, this agreement shall be a supplement to the said Master Agreement.

Article 1 - Recognition

Section a: The employer recognizes, the Union, Local 83 as the representative voice of all bargaining unit employees at FCI La Tuna.

Article 2 - Joint Labor-Management Relations Meetings

Section a: It is understood that all persons involved in a Labor-Management relationship will assert themselves in a temperate, professional and courteous manner in their mutual dealings and will assume responsibility for conforming to appropriate standards of personal conduct.

Section b: Labor-Management Committee meetings will be held on a monthly basis as requested by either party. Additional meetings may be requested by either party within seven days of the request. Each party shall designate a spokesperson. Agenda items and representative names may be exchanged, and will be submitted three days prior to the meeting. Disputes as to the accuracy of minutes will be worked out between the spokespersons, or the minutes amended to reflect the disagreement.

Section c: The joint Labor-Management Committee will have as its purpose and shall give consideration of such matters as: the impact and implementation of rules, regulations and policies; the correction of conditions making for grievances and misunderstandings; the encouragement of good human relations in employee-supervisory relations; the promotion of education and training; the betterment of employee working conditions; the strengthening of employee morale; the implementations of equal employment opportunity; and other matters with the mutual consent of both parties.

Section d: The employer will semi-annually furnish the union an alphabetical list of the bargaining unit members. The employer will notify the union of employee's familiarization training schedules, to include the names of employees to receive such training.

Section e: Representatives of the union may be allowed to use the employer's copying equipment when such duplications support legitimate government interests. Approval will be by the Chief Executive Officer or designee.

Article 3 - Governing Regulations

See Master Agreement

Article 4 - Relationship of this Agreement to Bureau Policies, Regulations and Practices

See Master Agreement

Article 5 - Rights of the Employer

See Master Agreement

Article 6 - Rights of the Employee

Section a: In the absence of any employee request to the contrary, the employer agrees to publish the names of unit members receiving incentive awards in the official institution publication.

Section b: The employer will make available for review to each unit employee a copy of all available health benefit brochures. Upon the employee's request, the employer will make a reasonable effort to obtain a brochure not on hand.

Section c: Upon approval/disapproval of a suggestion through the incentive awards committee, written notification of the decision and reason thereof will be given to the unit employee in a timely manner.

Article 7 - Rights of the Union

Section a: The employer agrees that the union may designate a representative to participate with management in orienting new employees on the role of the union. A lesson plan will be submitted and a minimum of 30 minutes will be allowed for union presentation. The employer agrees to notify the union president of the scheduled date at least three working days in advance.

Section b: At FCI La Tuna, in the absence of the Union President, the following union officials are delegated his/her authority in this order: (1) Vice President #1, (2) Chief Steward.

Section c: Stewards shall be vested with sufficient authority to represent the union at the informal step in any matter of concern. Final decisions of the final resolution shall be the responsibility of an Executive Officer of the Union, as specified in section b.

Article 8 - Union Dues by Payroll Deduction

See Master Agreement

Article 9 - Negotiations at the Local Level

See Master Agreement

Article 10 - Union Representative on Committees

Section a: In promoting efficient and professional labor management relations, the LAN will be accessible to the Union President to communicate with the Warden, Executive Staff and departmental staff.

Article 11 - Official Time

See Master Agreement

Article 12 - Use of Official Facilities

Section a: The Training Building at FCI La Tuna will be made available beginning at 4:00 p.m. on the second Thursday of each month for the uninterrupted monthly meeting of the union. The Training Building will also be made available to the union for special meetings providing prior approval has been obtained through appropriate channels.

Section b: The employer will furnish a lockable bulletin board at FCI La Tuna and FPC La Tuna solely for the union's utilization. These bulletin boards will be located in a visible and accessible location.

Section c: The union may contribute articles to the institution's newsletter at FCI La Tuna subject to the Warden's approval.

Section d: The employer agrees to furnish each employee with an institution mail slot or "in" basket to be located within the employee's respective department.

Section e: The employer agrees that union representatives will be allowed to use the FTS phone system to discuss labor-management issues with union officials above the union level. This will normally be done in the union office.

Article 13 - Questionnaires

See Master Agreement

Article 14 - Employee Performance and Ratings

Section a: Entries in all performance logs will be typed or legibly written in ink.

Section b: When an employee is shown a new entry in his/her performance log, he/she will be given the opportunity to review all previous entries in his/her file for that rating period.

Section c: A bargaining unit employee will be given the opportunity to present evidence, in writing or any other form, when disputing an entry in his/her performance rating log prior to selecting the grievance procedure.

Article 15 - Outside Employment

See Master Agreement

Article 16 - Position Description and Review

See Master Agreement

Article 17 - Employee Personnel Files

See Master Agreement

Article 18 - Hours of Work

Section a: Any change in the principal shift (day watch, evening watch, morning watch) is subject to prior notification to the union.

Section b: Written requests from employees assigned to the sick and annual leave relief posts for assignment to a specific shift will be maintained in the two week roster file and will be considered by the Administrative Lieutenant.

Section c: The following guidelines will be used in assigning overtime to the Correctional Services Department. Preference will be given to correctional officers.

- 1) An overtime sign up form will be developed in concurrence with the union and management and implemented. Sign up will be every other week and maintained in the Administrative Lieutenant's Office.
- 2) Officer's requesting overtime will provide their name (signature), telephone number, shift and day he/she is available for overtime.
- 3) A copy of this bi-weekly overtime sign up sheet will be provided to the union on a bi-weekly basis, and the completed original will be placed on the 30 day file at the end of that specific period.
- 4) Failure to contact an employee will not be considered a refusal to work overtime and his/her name will remain on the overtime list for the remainder of that period.
- 5) Periods of overtime performed in a trip status and periods of less than five (5) hours of overtime worked will be disregarded when rotating the sequence.

Section d: A reasonable effort will be made to post overtime on employee's time sheet no later than the following pay period.

Section e: Employees with valid meal tickets may take their meals from Food Service to their work area or staff lounge.

Article 19 - Annual Leave

Section a: A seniority list of bargaining unit employees for each department will be available upon request in each department. A copy of the seniority list will be furnished to the union.

Section b: In the event two (2) or more bargaining unit employees have the same seniority (as defined in Article 19, Section e of the Master Agreement), the employees' total civil service time will be computed.

Section c: All departments will notify the Union President or his designee when scheduling annual leave for the year. The Union President will designate a representative to participate in the leave scheduling. Attached Form 1A will be utilized by all bargaining unit employees for annual leave scheduling. The form should be completed by December 15th.

Section d: The final annual leave roster will be posted by January 15th.

Section e: When requesting leave on Form 1A, during the total leave year scheduling, an employee may choose 1 or 2 consecutive weeks, not necessarily conforming to pay periods. At no time may more than 3 consecutive weeks be approved by the leave committee. As long as the department is not negatively impacted, requests for up to 3 weeks will be approved.

Section f: Prompt efforts will be made to inform the affected staff member when the employer receives notification of an emergency situation concerning the family of an on-duty employee. Every reasonable effort will be made to accommodate the employee's request as long as the request does not place an undue hardship on the orderly running of the institution.

Article 20 - Sick Leave	See Master Agreement
Article 21 - Training	See Master Agreement
Article 22 - Equal Employment Opportunity	See Master Agreement
Article 23 - Upward Mobility	See Master Agreement
Article 24 - Employment of Relatives	See Master Agreement
Article 25 - Reduction in Force, Transfer of Function and Reorganization	See Master Agreement
Article 26 - Retirement and Resignation	See Master Agreement
Article 27 - Health and Safety	See Master Agreement

Article 28 - Uniform Clothing

Section a: The employer agrees to furnish coveralls for all correctional posts for which it could be reasonably determined that the officer's uniform could be damaged (Rear Gate, Bus Crew, and vehicle shakedown). Aprons will be provided as protective clothing in the Special Housing Unit. The employer will provide winter coats, rain coats and appropriate head gear.

- 1) The employer will also provide additional sets of such gear for staff in case other departments are required to man posts during inclement weather. The employer will maintain this gear and will issue this gear with the chit system.
- 2) The employer will provide, appropriate foot gear (shoes/boots) of similar quality which is currently being provided to eligible staff. Should vendor/style change, prior to purchasing new foot gear, the Union will be notified.

Article 29 - Work Site Conditions

Section a: The employer agrees to provide employees with lounges separate from the inmate population. They may be used for roll calls, or for eating lunches and relaxation during authorized non-working time. Lounges may be equipped with vending machines, refrigerators, and microwaves by a vendor acceptable to the Chief Executive Officer and at no cost to the government. A lounge will be furnished at FCI La Tuna and La Tuna Camp.

Article 30 - Disciplinary and Adverse Actions	See Master Agreement
Article 31 - Grievance Procedure	See Master Agreement
Article 32 - Arbitration	See Master Agreement
Article 33 - Merit Promotion	See Master Agreement
Article 34 - Employee Assistance Program	See Master Agreement
Article 35 - Priority Placement Program	See Master Agreement
Article 36 - Human Resource Management	See Master Agreement
Article 37 - Sexual Harassment	See Master Agreement

Article 38 - Qualified Handicapped Employees

Section a: The use of the upper parking level by employees may be used until the temporary physical restriction is removed by the employee's current medical doctor.

Article 39 - Furloughs

See Master Agreement

Article 40 - Asbestos

See Master Agreement

Article 41 - Publication and Distribution of this Agreement

Section a: The Local Supplement will be printed and distributed according to the Master Agreement and the union provided with 50 copies.

Article 42 - Effective Date and Duration of This Agreement

See Master Agreement

The new annual leave schedule for 19/20____ will be effective January _____, 19/20____. All staff are requested to show up to six (6) choices, in order of preference, in Column "A" for their first leave period. Further, you are requested to show in Column "B" up to six (6) choices, in order of preference, for your second period. Those desiring a third leave period are to list up to six (6) choices in Column "C". In the event that a request is not submitted and/or as employee's annual leave exceed 240 hours, scheduling may be at the convenience of the institution.

Employees carrying 240 hours leave into the leave year and earning 4 hours of leave should schedule for three (3) weeks leave, six (6) hours earned should schedule for four (4) weeks leave, and eight (8) hours earned should schedule for five (5) weeks leave.

At no time may more than 3 consecutive weeks be approved by the leave committee. As long as the department is not negatively impacted, requests up to 3 weeks will be approved.

Annual leave will be granted in order of seniority, Column "A" will be scheduled first, Column "B" will be scheduled second, and Column "C" will be scheduled last.

COLUMN A (FIRST LEAVE PERIOD ONE OR TWO WEEKS CONSECUTIVELY)	COLUMN B (SECOND LEAVE PERIOD/ ONE OR TWO WEEKS)	COLUMN C (THIRD LEAVE PERIOD)
1 ST	1 ST	1 ST
2 ND	2 ND	2 ND
3 RD	3 RD	3 RD
4 TH	4 TH	4 TH
5 TH	5 TH	5 TH
6 TH	6 TH	6 th

THE FOLLOWING PERIODS ARE NOT AVAILABLE FOR LEAVE:

_____, _____, _____

THE ANNUAL LEAVE YEAR BEGINS: _____, **ENDS:** _____

I EARN _____ HOURS OF ANNUAL LEAVE PER PAY PERIOD. I UNDERSTAND FAILURE TO REQUEST ANNUAL LEAVE I WILL EARN IN EXCESS OF 240 HOURS COULD RESULT IN FORFEITURE OF THIS LEAVE.

NAME: _____
PLEASE PRINT

SIGNED: _____
SIGNATURE

Form 1A-Annual Leave Schedule

CERTIFICATION OF AGREEMENT

Troy Williamson
Warden

AFGE Local 83

FCI La Tuna

FPC El Paso

Mike Bennett
President

J. Barron, Jr.
Assoc Warden (P)

G. Maldonado
Camp Admin

Pedro Perez
Vice President #1

Gloria Stoeckl
Human Resource Mgr

Henry Moss
Vice President #2

Ken Justice
Steward

Pamela D. Worley
Asst HRM

Frank Lopez
Steward

Jan Sangerhausen
Controller